DOWER AND THE NEW LEGISLATION p. 50
AMERICAN VIEWS AND EXPERIENCE p. 52

The Solicitors' Journal

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The Solicitors' Journal

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VOL. LXXIV. **Saturday, January 25, 1930.** No. 4.

Current Topics: The Master of the Temple—Lord Hewart on Grand Juries—The Grand Jury in Scotland—Dr. Johnson and the Lawyers—Bishop and Rector—Whispering Witnesses—A Wife's Family Duties—Open Justice: The *Voire dire* .. 47
Criminal Law and Police Court Practice 49
Dower and the New Legislation .. 50
American Views and Experience .. 52
Company Law and Practice 52
A Conveyancer's Diary 53
Landlord and Tenant Notebook .. 54
Our County Court Letter 55
Practice Notes 55
Points in Practice 56
Correspondence 57
Legal Parables 57
Reviews 57
Books Received 58
Notes of Cases—
Montague L. Meyer Limited *v.* Kivisto 58
Rex *v.* Minister of Health; *ex parte* Yaffe 58
Stuart *v.* Stuart and Holden (Moon intervening and showing cause) .. 58
G. — M. *v.* G. — A. D. 59
In the Estate of Pesca, deceased .. 59
Societies 60
Legal Notes and News 60
Court Papers 62
Stock Exchange Prices of certain Trustee Securities 62

Current Topics.

The Master of The Temple.

THE OFFICE of Master of the Temple, to which The Rev. SPENCER CECIL CARPENTER, M.A., B.D., Vicar and Rural Dean of Bolton, Lancs, and Chaplain to His Majesty, has just been appointed in succession to The Rev. WILLIAM HENRY DRAPER, is one of the prizes of the Church, not indeed so much in a pecuniary sense, although the emoluments are by no means trifling, but in the sense that it is a position of great influence and one with great traditions. In the grant to the two Inns, the Inner and Middle Temple, by JAMES I in 1608, of the messuages and buildings and appurtenances of the Temple, there is an express reservation to His Majesty, his heirs and successors of the "nomination, donation and free disposition to the office of Master or Keeper of our House and Church of the New Temple . . . and the ordination and appointment of the same Master, Keeper or Rector of the House and Church aforesaid, as often as and whenever in future it shall happen to be vacant"; and so it is that the new appointment was in the gift of the King, a gift exercised, of course, on the advice of the Prime Minister. Evidence of the great tradition which surrounds this office leaps to the eye on the mere mention of the names of some of those who have filled it. One of the most remarkable was RICHARD HOOKER, the author of the "Laws of Ecclesiastical Polity"; and after him was a line of distinguished men, such as JOHN GANDEN, the reputed author of "Eikon Basilike," and the two SHERLOCKS, father and son, the older becoming eventually Dean of St. Paul's, while the younger filled various bishoprics, including that of London. Within living memory the two most noted Masters were CHARLES JOHN VAUGHAN and ALFRED AINGER. VAUGHAN was also Dean of Llandaff, but he was prouder of his Mastership than of his Deanery for, as he said, Deans are plentiful enough, but there is only one Master of the Temple. A noted preacher, VAUGHAN was one of the few clergymen whose published sermons could be found on the bookshelves of many members of the Bar. To him succeeded ALFRED AINGER, who endeared himself to all lovers of literature by his biography of CHARLES LAMB, by the charming edition of that writer's essays and letters, and by his own contributions to our better knowledge of ELIA, whose association with the Temple naturally attracted his attention and sympathetic treatment. Among the more recent distinguished holders of the office is included the present Bishop of Birmingham, who was Master from 1915 to 1919. Attached to the office of Master is the charming old house in the Temple, adjoining the church, wherein are preserved the armchair and writing table of RICHARD HOOKER and a portrait of Dr. THOMAS SHERLOCK, these being the joint property of the two Inns of Court.

Lord Hewart on Grand Juries.

IN OPENING the Wiltshire Assizes last week at Devizes, the Lord Chief Justice made some interesting observations as to the functions and continued utility of the grand jury. As he said, the grand jury is an ancient institution, intended to stand between the individual and those who wielded the power of the State. In other words, we may say that it was a safeguard against "the old despotism" which in its over zeal thought little of the rights of the subject. No one can doubt that in the past, before the days of an exhaustive enquiry before justices or police magistrates, the grand jury played a beneficent role in the administration of the criminal law; but many whose opinion carries great weight think that it has outlived its usefulness and is now in the nature of an anachronism—a fifth wheel to the coach. Upon this point different views may well be entertained, but it may be recalled that during some of the war years the grand jury was dispensed with, and no one seemed one penny the worse. In his concluding remarks on the subject, Lord HEWART said that no one knew when or where the occasion might arise when it might be of great importance that there should be a grand jury to stand between an accused person and his accusers. In trials for treason, which are, happily, of rare occurrence, the services of the grand jury might well be retained to stand between the accused person and those prosecuting on behalf of the State; but apart from such cases it is permissible to question the need of the continuance of this ancient institution.

The Grand Jury in Scotland.

By the Act 7 Anne c. 21, which introduced into the Scots legal system the treason law of England, the jurisdiction of the Court of Justiciary in treason cases was superseded and the English Commission of Oyer and Terminer with indictments preferred by a grand jury was imported. But it is in treason cases alone that the grand jury functions north of the Tweed, and as there has been no such case for something like a century the Scottish people may be said to know nothing of this method of preferring indictments. In the treason trials of 1820 the law officers of Scotland were so unfamiliar with the procedure in treason trials that they invoked the assistance of a member of the English Bar—Serjeant (afterwards Baron) Hullock—to keep them right in technical matters. Jeffrey, who defended one of the prisoners, strongly objected to the appearance in a Scottish trial of an English barrister, but the court repelled the objection on the ground that, sitting as it did under a Commission of Oyer and Terminer, the tribunal was not peculiarly Scottish. Some years later, voices were raised in Scotland in favour of the introduction in all cases of the grand jury. It was even advocated by Henry Cockburn, who, however, at a later date, recanted his views on the subject, and since then, we believe, no one has suggested the engratting of the grand jury into the Scottish criminal procedure.

Dr. Johnson and the Lawyers.

A correspondent who has recently read Boswell's "Life of Johnson" writes: "Your contributor does less than justice to the Doctor's knowledge of the legal profession. In the smaller London of those days it must have been difficult to avoid coming into touch with life at the bar, but Dr. Johnson had particular reasons for doing so. Lord Chancellor Thurlow, Lord Monboddo, the Scottish judge, and other distinguished lawyers figure in this 'Life,' but, of course, by far the most intimate and most interesting friend that he had at the bar was his biographer. Boswell was actually at the Scottish bar, where he seems to have been pretty successful to judge from his frequent appearances in the Lords, and at one time contemplated practising entirely in London. He frequently communicated the facts of his cases to Johnson and obtained his advice; the speeches written for him by the latter make interesting reading, and show how far less exact legal argument was in the eighteenth century. But the best advice Dr. Johnson is recorded to have given was to a man who objected to the rooms he had taken on lease—that the landlord could make him pay rent but could not stop him sub-letting them, and that he had better instal the most abandoned characters in Covent Garden and so bring him to his senses. Those were the days of common law rights unaffected by statutes. In many of the recorded conversations on legal matters we find that Dr. Johnson held views which could now scarcely be maintained; for example, he saw no reason why judges should not engage in trade, and thought it 'impolitick' that they should be appointed for life. It is interesting to learn from Boswell that even in those days when the value of money was far greater than now, it was possible to make six thousand a year at the Scottish bar. Two references in the book illustrate far more forcibly even than the 1745 executions the brutality of the old criminal law. One is the case of Dr. Dodd, a well-known clergyman, who was actually hanged for a financial fraud involving forgery; the other is to a young clergyman who gradually lost faith in the established order till for a seditious libel he was sentenced to transportation for a long period."

Bishop and Rector.

The curiosities of ecclesiastical law reveal themselves from time to time in cases of a very unusual type. The latest is that of the *Bishop of Lichfield* v. *Lambert*, dealt with by Romer, J., in which the Bishop found himself compelled to come to the civil courts recently for a declaration that he had jurisdiction over the parish church of St. Mary, Stafford. The respondent rector, who apparently is given to antiquarian research, seems to have taken up the position that St. Mary's was a collegiate church, in a position similar to that of an Oxford college, and that the Bishop of Lichfield had no jurisdiction, he himself, as rector, being the "acting ordinary" on behalf of the Crown by virtue of a grant made by Queen Elizabeth. That there was some foundation for the rector's contention appears from the judgment of Romer, J., who found that before the passing of the statute 1 Edward VI c. 14 the church of St. Mary, Stafford, was a Royal free church exempt from the jurisdiction of the Bishop as ordinary. The effect of that statute was to vest in the Crown what up to that time had been a Royal free chapel as the Crown's own property free from any trust or obligation whatsoever. It appeared to him that he must treat the history of St. Mary's as beginning with that Act. From that time until 1571 the Crown in no way disposed of it. But Queen Elizabeth, in that year, by a grant gave the church as the parish church of Stafford, reserving to herself, her heirs and assigns, the right of presentation. Thereupon the church became subject to the jurisdiction of the Bishop of Lichfield and had so been treated ever since. The college ceased to exist at the time of the passing of the Act of Edward VI and became vested in the Crown. Moreover, the grant of Queen Elizabeth did not at all assume that the college was still in existence; in fact, it was referred to in the grant as the "late college." Accordingly, the Bishop was entitled to the declaration sought. Incidentally, the rector was obliged to admit that he was himself collated twenty-five years ago to the living by a former Bishop of Lichfield; but it would seem that at that time he was under the impression that the Bishop had that power. Subsequent historical research appears to have conveyed a different view—hence his refusal to admit the jurisdiction of the Bishop. The matter has now been set at rest by the decision of Romer, J., and it is satisfactory to know, on the statement of counsel for the Bishop, that the action was a "perfectly friendly" one.

Whispering Witnesses.

Those familiar with the Criminal Appeal Court in the Royal Courts of Justice cannot have failed to notice its defective acoustic properties, and judges who sit there almost invariably comment on the difficulty experienced in hearing. Mr. Justice Macnaghten quite recently said: "It is difficult for counsel to hear what the judge says and equally difficult for the judge to hear what the counsel say and very difficult for either judge or counsel to hear what witnesses say." Although in this particular case inaudibility is undoubtedly due to some peculiarity in the construction of the court itself, it is by no means always the case. Judges who sometimes request counsel or witnesses to speak up are only too often practically inaudible themselves, and it is not unknown for press reporters, where a judgment of considerable importance is to be delivered, to ask his lordship, through the proper channel, to keep his voice raised. There is, indeed, much truth in the following humorous, if somewhat colloquial, sentence recently seen in a reporter's note-book: "Within the covers of this book is enshrined the small percentage that was audible of the wisdom coughed up by his Majesty's judges." In all seriousness, however, the importance of speaking in court so that all may hear easily cannot be overstressed. Witnesses are, perhaps, the greatest offenders, possibly due to nervousness, and the time lost in the course of a year by having to repeat questions and answers must be considerable. There is something absurd, for example, in a burly sailor speaking in court in a whisper when at sea his voice carries from stem to stern. Perhaps a large printed notice in each court asking witnesses to speak loudly might produce the desired effect.

A Wife's Family Duties.

A REMARKABLE case in the North London Police-court will inevitably remind those who have read Mr. HUTCHINSON'S novel, "This Freedom," of its main thesis. From the report it appears that a husband applied for a separation order from his wife under the Summary Jurisdiction (Separation and Maintenance) Act, 1925, s. 1 (3), on the ground that she had been guilty of persistent cruelty to his children. When the case came on, the husband explained that he did not accuse his wife of active cruelty, but of neglect, and failure to give the children a mother's care, because she insisted on going out and earning money for herself. On being asked whether he would be satisfied if she threw up her work and devoted herself to the home and children, he replied that was exactly what he wanted, he, for his part, being able and willing to provide for all. The magistrate gave his opinion that the man had spoken reasonably and well, and asked the wife if she agreed. She, however, declined to give up her work, and stated that the husband paid her sister, who lived with them, to look after the children. The case then proceeding on the merits, there was some evidence of slight neglect, but it fell far short of cruelty, so the magistrate had to dismiss the application, though, from the report, he appeared to be more or less of the same mind as Mr. HUTCHINSON, who visited the sins of omission of his careerist heroine in full measure on her unlucky children. The moral questions raised are, no doubt, of great interest, but this JOURNAL is concerned only with the less exciting and more prosaic issues of the law involved. The legal question is, then, has a husband the right to curb "This Freedom," and the answer, so far as England is concerned, appears to be unquestionably in the negative. *R.* v. *Jackson* [1891] 1 Q.B. 671, is, of course, final as to a wife's liberty to leave the matrimonial home as and when she pleases. A wife who leaves her husband in the morning with the intention of returning in the evening certainly does not desert him, so he must not shut his door to her if she returns—and, indeed, *Jones* v. *Newton Guardians* [1920] 3 K.B. 381, is authority for the proposition that he must open his door to her even if she has deserted him, provided, of course, that, in the narrow Divorce Court sense, she has not been unfaithful to him. She is bound, therefore, by no enforceable duties to her husband, but he is bound by enforceable duties to her. She may, no doubt, be punished if her children are neglected, but so may her husband, and it is his duty to provide someone to look after them if she cannot or will not do so. In such case the children are not neglected, so she cannot be punished, and the husband's remedy under the Act of 1925 fails, as above. He has no charge on her wages for paying the woman who does her work in the home, for she is not bound to maintain the children if he can do so. His duty is therefore to carry on and be content with the "man-made law" in his station of life, though a possible check is indicated if he can obtain work a hundred miles off, and she cannot do so, for then she has the choice between legal desertion and following him.

Open Justice: The *Voire dire.*

THE CASE of *R.* v. *Dunne* [1930] W.N. 14, is of great interest on this point. A child was to be sworn and, instead of being examined in open court as to its capacity to understand the oath, the judge, moved presumably by a kindly feeling to the child, had her into his room. When he returned he had her sworn and she gave evidence upon oath. Although it is entirely a matter for the judge to decide as to the competence of a witness to take the oath, the Court of Criminal Appeal quashed the conviction on the ground that "something was said by or to the witness which was not on the hearing in presence of the jury or of the accused." This case for the publicity of trial is very proper, and though the result may be unfortunate in this particular case, for the irregularity condemned seems to have been the sole ground of appeal, it is all to the good that reminders should from time to time be given that the accused is to have an open trial.

Criminal Law and Police Court Practice.

"STEALING USE."—Some time ago the Council of the Magistrates' Association sent a recommendation to the Home Office and the Ministry of Transport that legislation be introduced to make it an offence, punishable on summary conviction, to take a motor vehicle from any place, public or private (under circumstances not amounting to a felony), without the authority of the owner, and also providing that a person charged on indictment with stealing a motor vehicle may be convicted of taking the same without the authority of the owner, if the taking does not amount to a felony, and be punished as if on summary conviction. We have not heard, so far, whether the authorities appealed to have considered the matter and come to any conclusion upon it. There is no doubt that the numerous cases of motor car "borrowing" that have come before the courts of late point to a gap in the law that needs to be filled by some provisions of the sort suggested by the Magistrates' Association.

A QUESTION OF RESPONSIBILITY.—The case of the driver of a steam roller charged with being drunk in charge of his ponderous engine not unnaturally aroused a great deal of interest and alarm. It was rightly pointed out to him that he might have done an immense amount of harm. All the same, apart from the dangerous element in the case that the boiler of his engine was almost empty and might have exploded, the driver probably caused far less public danger than a drunken driver of a lighter but faster vehicle. Given only a little warning, one can generally get out of the way of a steam roller; it is quite otherwise with a motor car or a swift though heavy motor-coach. But in the case of all drivers of all vehicles, as has been recently pointed out, one of the most important elements is neither a speed limit, an exacting examination as to capability, nor mechanical checks on speed, but rather a definite sense of responsibility on the part of the driver. If he realises that his vehicle is a potential danger if carelessly or inefficiently handled, he ought to be moved to drive with all the skill and care that he can command. If his skill, without being deficient, is not remarkable, then he may still drive safely if he will always err on the side of caution; while even if his skill be unusual and his experience long, he should still remember that a risk may be run once too often and that machines occasionally do unexpected things. The want of a sense of responsibility is often due to youth, and it is a pity that so many drivers of huge lorries and coaches are mere lads, skilful enough but often reckless. The fault is not, however, confined to the young. The creation of a strong sense of responsibility on the part of all drivers would do far more to reduce the number of accidents than any of the more tangible methods of restricting speed and minimising danger that have been suggested. The careful driver is not necessarily either slow or nervous. Most of us who have driven beside a variety of drivers have had experience of the man who, even if he does fifty or even sixty miles an hour on a stretch of wide, open road, inspires our confidence because he slows down to next to nothing at cross-roads, strenuously avoids cutting in, seems to anticipate every contingency that may arise, and shows consideration to all other users of the road. If his speed sometimes seems excessive, we can forgive him because of his many virtues, chief of which is his realisation of his responsibility as a driver.

ADMINISTRATION OF HUNGARIAN PROPERTY.
TENTH DIVIDEND.

The Administrator of Hungarian Property (Cornwall House, Stamford Street, London, S.E.1), announces that a tenth dividend of 1s. 4d. in the £ will be paid to all creditors who are entitled to participate.

The first distribution of the dividend will be made on 11th inst. An individual notice will be sent to each creditor as and when he becomes entitled to participate.

Dower and the New Legislation.

By FREDERICK E. FARRER, Barrister-at-Law.

In this article the writer will endeavour to show that where a husband is at any time after the 31st December, 1925, sole seised in deed or law beneficially in fee simple in possession (which includes possession of his tenants for chattel interests) of land or tenements savouring of the realty, his widow's dower at common law remains and is not abolished, unless, indeed, he dies "intestate" in regard thereto: A.E.A., 1925, s. 45 (1) (*c*), s. 55 (1) (vi).

Accordingly, that should he effectively devise the same to devisees, or should he after that day convey the same on sale to a purchaser, his widow's dower will take priority over the devisees or purchaser, as the case may be, unless by deed executed prior to the 1st January, 1926, he has declared under the Dower Act, 1833, s. 6, against his surviving widow's dower, or she is specially barred by contract; though now her beneficial interest when dower has been assigned will be an equitable interest, no longer a legal interest: L.P.A., 1925, ss. 1 (3), 3 (1), 4 (1); S.L.A., 1925, s. 1 (3).

Indeed, since there can no longer be a *legal* lease for life, the husband may, in some circumstances, on or after the 1st January, 1926, become seised in possession, when at common law he would have been entitled only in reversion; and of a reversion on a freehold estate existing as such at the husband's death the wife never had dower.

The argument requires statement of some elementary leading propositions in regard to dower at common law, and of the Dower Act, 1833, and of the A.E.A., 1925.

From the moment that sole beneficial seisin in deed or law of an estate of freehold of inheritance in possession in the man concurred with the fact of his being a married man, his wife acquired an immediate title to dower, inchoate indeed during the husband's life, but consummate at his death should she survive him, which title bound the husband and his heir, and all the husband's subsequent alienees, whether for value or not, whether taking by act of the husband or by act of law, whether taking *inter vivos* or by his will, and all persons subsequently disseising the husband. I speak not of the effect of the husband's subsequent high treason. The only way by which the lady's title so acquired could in general be displaced was by recovery or fine levied, to which she was party, and in which she would be separately examined and after the Fines and Recoveries Act, 1833, s. 77, by her concurrent deed with separate acknowledgment, though separate acknowledgment is no longer necessary.

There was, however, one way in which the lady's title could be excluded from arising at law as even inchoate. At common law, had a man owning Whiteacre and Blackacre ante-nuptially so conveyed Blackacre that his wife immediately after his death would have a life estate or greater estate therein, even though the conveyance was expressed to be in satisfaction of her dower in Whiteacre, she surviving him could take both her jointure in Blackacre and her dower in Whiteacre unless, indeed, she had ante-nuptially released Whiteacre from her dower. This was set right by the Statute of Uses, 27 Hen. VIII, c. 10, ss. 6 to 9, the short effect of which was that a legal true ante-nuptial or post-nuptial jointure (from which she was not evicted) barred her dower; subject to this, that were the jointure post-nuptially created, then she surviving her husband could disclaim (for during the coverture she could not disclaim without his consent) and then take her dower.

Even so, so favourable is the common law to dower that, were the husband to purchase Blackacre after the marriage, and have it conveyed to him and her in fee or tail, or to them and the heirs of the husband, she, as a widow preferring dower in both Blackacre and Whiteacre to her jointure in Blackacre, could disclaim this post-nuptial jointure—and then, exceptionally in favour of dower, the court by special fiction, clean contrary to the general rule, would hold that the disclaimer so related back as to make her husband sole seised *ab initio* of Blackacre.

The wife's right was to have one-third in value, as at her husband's death, of the land assigned to her by metes and bounds, to hold for her life; till assignment and entry she had no estate, and if she entered without assignment she was a disseisor, because she was not herself entitled to select her parcels; on assignment and entry she was tenant for life of the parcels assigned, and then called tenant in dower; and she came in of her husband as of an emanation of his estate, and where the assignment was made according to her common right, by fiction of relation back, as from his death, paramount altogether to the heir. Dower also attached to all hereditaments savouring of the realty, except only such as could not be divided in any mode of division, e.g., common *sans nombre*.

There was this qualification, that the husband's estate had to be such that, had there been issue by the wife, such issue by possibility might have succeeded to the estate, e.g., if land were limited to a husband and the heirs of his body by his first wife, the second wife could not have dower in such land.

The wife had this further right prior to assignment, at all events against her husband's heir, and it seems at law, and certainly in equity, viz., to an account of one-third of the rents and profits. If for twelve years from her husband's death she neither received anything on account of rents, nor obtained assignment, she exposed herself to the possibility of being barred of her latter right on the ground of her laches, though no Statute of Limitations applies.

There was of course common law dower of sole seisin of a trustee or mortgagee, but as equity would have restrained with costs enforcement of the right in such case, no notice was ever taken of the wife's claim.

Equity, however, refused dower of an equitable estate; hence, if throughout every moment of the marriage the husband were possessed merely of an equity of redemption, or of an equitable estate, of such the widow had no dower.

This was the position when the Dower Act, 1833, was passed.

The reader should note that *this Act does not abolish the widow's title to dower at common law*; quite the contrary. Section 3 confers her title in a case where she would have had none at common law, and s. 2 extends her title to dower out of her husband's equitable or partly legal partly equitable estate of inheritance in possession of which he dies beneficially possessed.

All that the Act does is, on condition that he follows the various modes allowed by the Act, to enable the husband to prevent her title from ever becoming effective at his death, and to disappoint the widow of her dower; but unless he adopts one or other of those courses her dower, as at common law, remained.

Thus, against her dower, s. 4 validates his absolute dispositions *inter vivos* or by will, s. 5 validates his partial dispositions, charges, debts and contracts, s. 6 validates his declaration by deed against her dower out of his land, whether it be contained in the conveyance to him of that land or another deed, s. 7 validates his declaration by will that she shall not have dower out of land of which he dies wholly or partially intestate, s. 8 validates any restriction or condition on dower which he imposes by will, s. 9 provides that if by will he gives her any interest out of dowable land she shall be excluded from all dower, unless the contrary intention appears.

Bearing in mind that the Dower Act *does not abolish dower at common law*, the new legislation:—

First—Repeals *in toto* the Statute of Uses (L.P.A., 1925, s. 207, 7th Sched.).

Second—Repeals *in toto*; the Dower Act 1833, but only so far as it applies to deaths occurring after the commencement of A.E.A., 1925, i.e., 1st January, 1926 (A.E.A., 1925,

s. 56, 2nd Sched., Pt. I). To this repeal we shall return later.

Third—The A.E.A., 1925, s. 45 (1) (*c*), occurring in Pt. IV, headed "Distribution of Residuary Estate," enacts in regard to the real estate of every person dying after the commencement of that Act that there shall be abolished: "Dower . . . of a wife in real estate as to which her husband dies intestate." See ss. 49, and 55 (1) (vi), as to meaning of "intestate."

Now, JOHN SMITH, married to MARY and beneficially sole seised in fee in possession of Blackacre, dies after 31st December, 1925, devising Blackacre to JOHN BROWN in fee, who survives him and does not disclaim. JOHN SMITH dies "testate" not "intestate" as to Blackacre. Even if JOHN BROWN were to disclaim, JOHN SMITH would have, in fact, *died* "testate," though the effect of the subsequent disclaimer, a vital and necessary link in the title, would then be to make Blackacre pass as if JOHN SMITH had, in fact, died intestate, at all events if there were no residuary devise in the will.

Again, JOHN SMITH similarly circumstanced conveys after the 31st December, 1925, Blackacre on sale to JOHN BROWN. How, unless he repurchases it before his death and dies intestate, could JOHN SMITH be said to die "intestate" in regard to Blackacre?

A man cannot be said to die "intestate" in regard to property of which he has no authority or power whatever to make a testamentary disposition. The writer cannot die intestate as to Buckingham Palace. Recollect that the wife's title to dower is a common law legal right, of which she can be deprived only by express words or necessary implication in a statute.

It seems impossible to suggest that A.E.A., 1925, s. 45 (1) (*a*), can be tortured beyond endurance, and accordingly, to say that "dower" at common law is an "existing mode . . . of devolution . . . of real estate . . . operating by the general law": then to say that you must consequently eliminate the copulative "and" between paras. (*a*) and (*b*) and between paras. (*b*) and (*c*): and further, say that you must strike out from (*b*) the words "as to which his wife dies intestate," and from para. (*c*) the words "as to which her husband dies intestate": to say in other words that for the very purpose of taking away the wife's right, the court must correct the Legislature's clear words.

We may here add that the widow, of course, even after assignment, never took by "descent" from her husband: and "devolution" in s. 45 (1) (*a*) is clearly introduced in relation to a special occupant who never took by "descent," but took as *persona designata*.

It may, indeed, be doubtful even whether the wife took by "devolution" from her husband; she really came in as of an emanation and prolongation of her husband's estate; the widow of a tenant in tail who never had a child, and of a tenant in fee with an executory limitation over in an event which happens, both had dower.

It does seem, however, that "devolution," in A.E.A., 1925, ss. 45 (2), 51 (4), was expressly introduced to save dower and curtesy in the other spouse's estate tail, inasmuch as a tenant in tail can now (L.P.A., 1925, s. 176) devise the fee, and so if he or she did not so devise, might have been considered to die "intestate" within A.E.A., 1925, s. 45 (*b*) or (*c*).

Even in a case in which the husband does in real fact die "intestate," dower will still exist as an equity in the case in which the land was formerly copyhold enfranchised by the new legislation, and the custom of the manor gave the widow freebench of what the husband *at any time during the marriage* was customarily seised, and he was so seised before 1st January, 1926, and married before that date to his surviving wife: A.E.A., 1925, s. 45 (1) (*c*), proviso, L.P.A., 1922, ss. 128 (1) (2), 189 (*a*) (*b*), 12th Sched. 1 (*d*), which last-mentioned Act applies only to copyhold land thereby enfranchised.

Now, to return to the repeal of the Dower Act. It is observable that the A.E.A., 1925, s. 56, unlike the L.P.A., 1925, s. 207, contains no express reference to the Interpretation Act, 1889, s. 38.

The latter Act, s. 38 (2) enacts—

> "Where this Act or any Act passed after the commencement of this Act repeals any other enactment then unless the contrary intention appears the repeal shall not—
>
> "(*a*) revive anything not in force or existing at the time at which the repeal takes effect; or
>
> "(*b*) affect the previous operation of any enactment so repealed or anything duly done or suffered under any enactment so repealed; or
>
> "(*c*) affect any right privilege obligation or liability acquired accrued or incurred under any enactment so repealed; or
>
> "(*e*) affect any . . . legal proceeding or remedy in respect of any such right privilege liability . . . as aforesaid;
>
> "and any such . . . legal proceeding or remedy . . . may be instituted . . . or enforced . . . as if the repealing Act had not been passed."

Now by ss. 54 and 45 of the A.E.A., 1925, that Act does not apply where death occurred before 1st January, 1926; and by A.E.A., 1925, s. 56, the Dower Act, 1833, is repealed, but only so far as it applies to deaths after the commencement of A.E.A., 1925, i.e., the 1st January 1926, s. 58 (2).

As regards, then, every man living at the commencement of A.E.A., 1925, the Dower Act is necessarily repealed and as from that date.

As dower was never abolished by the Dower Act, 1833, the repeal of that Act could in no circumstances whatever be said to "revive" dower so as to bring the case within the Interpretation Act, s. 38 (2) (*a*).

It is true that had a *husband* by deed executed *before the 1st January*, 1926, declared against all dower of any his widow—under the authority of the Dower Act, s. 6—his then wife or any future wife would be excluded, for the Dower Act would have operated on that deed before 1st January, 1926, and that operation, notwithstanding the repeal, would have been preserved: Interpretation Act, s. 38 (2) (*b*). And it does seem certain that by such a deed a *husband* could exclude not only his then wife, but any his future wife.

It may be that even a man who, at the time of executing the deed before 1st January, 1926, was a *bachelor*, might be able to exclude any woman whom he might thereafter marry. This, however, is very doubtful on the words of the Dower Act, s. 6; a bachelor executing such a deed could not be properly called a "husband"; no woman at that time could even potentially be called the executing bachelor's "widow."

Let us suppose, however, that no such deed has been executed by the man prior to 1st January, 1926, and the husband is either (*a*) married on that date, or (*b*) being then unmarried, he marries after that date either for the first time or again.

Can it be said, even in case (*a*), let alone case (*b*), that the repeal "affects a right acquired or accrued" of the husband to deprive his widow of dower: which title to dower of the wife was its very self also, it may be observed, a then vested but inchoate right, and if the case fell within either s. 2 or s. 3 of the Dower Act, then a right also actually arising under the very Dower Act itself?

The "right" referred to and preserved in the Interpretation Act, s. 38 (2) (*c*), seems clearly a right to be enforced, if necessary, by legal proceeding or remedy (see clause (*e*)) against someone; it is, of course, absurd to say that the husband could ever be put to proceedings against his wife to "enforce" his right to exclude her under the Dower Act sections. Further, the right to take advantage of an Act without any act done by the individual towards availing himself of that right cannot properly be deemed a right accrued; *Abbott* v. *Minister of*

Lands [1895] A.C., p. 431 ; *Hamilton Gell* v. *White* [1922] 2 K.B., pp. 428, 432 ; *Lambton* v. *Hetton* [1923] 1 Ch. 586.

But, further, we must not forget that all the subsidiary paragraphs of s. 38 (2) are wholly and entirely governed by the words " unless the contrary appears."

Surely, when we recollect A.E.A., 1925, s. 45, that dower is expressly abolished only in regard to real estate of which the husband dies " intestate," that the Act does not apply to deaths before 1st January, 1926 (s. 54), that the repeal of the Dower Act applies to all deaths after that date (s. 56), we have clear contrary intention to the idea that the Dower Act provisions shall remain alive for the advantage of husbands and men who were living on 1st January, 1926.

Lastly, if the potentiality that a man living on 1st January, 1926, might pursue the Dower Act to exclude his then or future wife remains as a right then acquired or accrued, that is as much as to say that the absolute unconditional A.E.A. repeal of the Dower Act is a nullity, and must be read as repealing the Dower Act as to all deaths after 1st January, 1926, but subject to express exception of deaths of husbands or men who were living on that date.

If our proposition is correct, it is obvious that the sooner the omission in the Acts is corrected the better ; otherwise in a few years hosts of widows will have acquired vested rights.

It will still be a question in any individual case whether the widow has so contracted, or the circumstances are such that she would in equity, as it stood prior to and altogether independent of the Dower Act, *be precluded*, whether directly or by being put to election, from obtaining a title to dower at common law.

American Views and Experience.

It is always interesting to see how problems of law and law enforcement are handled in another country whose law and traditions are so closely related to our own as are those of the United States, and the December issue of the *American Bar Association Journal*, in which is reported the Association's annual meeting, has some very suggestive matter. One very interesting pronouncement was made by the United States' Attorney-General as to the attitude of the Department of Justice towards proposed business transactions. It will, it seems, answer enquiries, either that in its view the proposal involves a breach of the law ; that it comes so close to the line that the issue must be determined in the courts ; that the matter is too complicated for enquiry in advance, or too doubtful for the expression of opinion ; or that no legal proceedings are likely to be taken. On the principle that prevention is better than cure, this procedure has much to commend it, but it must involve a great deal of additional work for the department concerned.

Judicial Councils.

The address of the president of the association contained a passage on the utility of judicial councils. Fifteen states have such councils, and there is a Federal Judicial Council, with the Chief Justice of the United States as its head. The councils are intended to be permanent in character and have the task of " collecting, analysing and collating statistics as to the nature and extent of the work of the various courts ; of studying the problems affecting the organisation and administration thereof, and the practice and procedure therein, and devising methods for the improvement of the administration of justice." The institution is pronounced to have " withstood the test ; it has been tried and found not wanting."

Abuses in Law Enforcement.

The president of the association, like the President of the United States, is concerned not only at the alarming disobedience of law and the growth of organised crime, but at the abuses in law enforcement. A man's house has ceased to be his castle ; " the resort to lawlessness in enforcing or seeking to enforce the law is more than casual ; in fact, it almost tends to be habitual."

Third Degree.

Scandals involving the use of Third Degree methods " have become a serious blot upon the administration of justice," and are reported from places all over the Union. " Not an isolated few, but a substantial number of persons on whom is cast the primary responsibility of law enforcement take the position that all persons suspected by them are criminals. They appoint themselves judge and jury ; having reached the conclusion that such persons are criminals, they decide that the persons so suspected have no rights, constitutional or legal, and, as a result, those who have the responsibility of law enforcement have the right to use any methods that are effective in securing statements and confessions which either tend to prove guilt, implicate confederates, or disclose other criminals. If the suspected person, under torture, does not speak as desired, there have been not a few instances where under the guise of an alleged accident his lips were forever sealed."

Company Law and Practice.

XIII.

The Companies (Winding-Up) Rules, 1929, provide for a different general title for proceedings in winding-up matters from that prescribed under the Rules of 1909 ; a change in practice not, perhaps, very startling, but certainly one which is liable to be overlooked, and indeed Maugham, J., has already had occasion to issue a reminder about it.

In the place of the old heading with its reference to " Companies (Winding-Up) " every proceeding in a winding-up matter in the High Court must be entitled : " In the High Court of Justice, Chancery Division, Companies Court, Mr. Justice ——." The old practice of having the name of the Act before the name of the company is reversed, so that the title now follows on : " In the matter of —— Limited and In the matter of the Companies Act, 1929," following the practice in summonses under the various property Acts. These changes are to be found in the 1929 Winding-Up Rules, in r. 11 and Form No. 2 in the Appendix ; r. 226 revokes and annuls the Winding-Up Rules of 1909, and all rules amending or supplementing them, except so far as they relate to any winding-up commenced before the 1st January, 1891.

In passing, it may be well to remember that since the publication of the Winding-Up Rules of 1929, they have been amended slightly, first by provisional rules which came into operation on the 1st November, 1929 (the day on which the Act of 1929 and the Rules of 1929 came into operation), and now by other rules substituted for the provisional rules above referred to, known as the Companies (Winding-Up) Amendment Rules, 1929 ; they are printed in the miscellaneous pages of 1930 W.N., at p. 2.

The amendments are not very substantial ; r. 19 of the Rules of 1929 is slightly altered, with regard to the fees payable thereunder, while a rule known as 22A is added, which deals with payments by the High Bailiff of a County Court to the Registrar of money seized or received in part satisfaction of an execution against the goods of a company. Such payments are to be a good discharge to the High Bailiff as against the liquidator under s. 269 (1) of the Act of 1929, if the payment is made without notice of either (*a*) the appointment of a provisional liquidator ; or (*b*) the making of a winding-up order ; or (*c*) the passing of a resolution for winding-up. Where notice is given to the High Bailiff of either (*a*), (*b*) or (*c*), he must inform the Registrar, who must, after deducting the costs of the execution, on request pay to the liquidator all sums paid to him by the High Bailiff in respect

of the execution, and not paid out by him before he has such notice.

* * * * *

Section 91 of the Act of 1908 authorised the payment of interest out of capital on shares issued to raise money for the construction of works or the provision of plant which could not be made profitable for a lengthened period, subject to the restrictions mentioned in that section. This provision is substantially repeated as s. 54 of the Act of 1929; one of the restrictions being that the rate of interest shall in no case exceed 4 per cent. per annum or such other rate as may for the time being be prescribed by order in council. The corresponding restriction in the 1908 Act contained the words "such lower rate as may be . . . prescribed," and no order in council was made thereunder prescribing a lower rate. But now that there is no check on the rate that an order in council may prescribe, an order has been made (The Companies (Interest out of Capital) Order, 1929; 1930 W.N. 1), prescribing that the rate of interest shall in no case exceed 6 per cent. per annum.

* * * * *

Under s. 48 of the Act of 1908, on a reduction of capital the words "and reduced" had to be added to the name of the company until such date as the court might fix, though where the reduction involved neither the diminution of any liability in respect of unpaid share capital nor the payment to any shareholder of any paid-up share capital, the court might dispense altogether with the addition; in such a case, however, the addition must have been used from the presentation of the petition for confirming the reduction.

The new legislation has changed all that, for now the addition is only to be made where the court makes an order that the words "and reduced" are to be added, which it may do where for any special reason it thinks proper so to do; the addition to be made during such period, commencing on or at any time after the date of the order, as is specified in the order (s. 57 (2) (*a*)).

So far it does not appear that any pronouncement has been made which gives any indication as to what are the general principles by which the court will be guided in determining whether there are special reasons which make it proper for the addition to be ordered; but, in view of the attitude which has so far been adopted by the court in cases under the new Act, it may perhaps be assumed that this power will not be very freely exercised in ordinary cases where the management and conduct of the affairs of the company has been satisfactory.

(*To be continued.*)

A Conveyancer's Diary.

Restrictive Covenants—Registered Land.

In dealing with restrictive covenants in previous articles I have not touched upon the matter as affecting registered land.

It will be remembered that under s. 23 of the L.C.A., 1925, it is provided that as regards (*inter alia*) land charges (not including local land charges) required to be registered or re-registered after the commencement of that Act, the Act is not to apply thereto if and so far as they affect registered land, and can be protected under the L.R.A., 1925, by lodging or registering a creditor's notice, restriction, caution, inhibition or other notice.

It is necessary, therefore, to refer to the L.R.A. to see how far restrictive covenants may be protected under that Act.

Before doing so, it may be as well to call attention again to s. 198 of the L.P.A., 1925, which has been discussed in previous articles in connexion with restrictive covenants.

That section only applies to any instrument or matter registered under the provisions of the L.C.A., 1925. Consequently the section has no application to restrictive covenants affecting registered land, since, as will be seen, such covenants may be protected under the L.R.A.

Turn now to the provisions on the subject contained in the L.R.A., 1925.

In the first place, with regard to the creation or imposition of restrictions by the registered proprietor.

By s. 40 (1) of the Act it is provided as follows:—

> "Subject to any entry to the contrary on the register and without prejudice to the rights of persons entitled to overriding interests (if any) and to any incumbrances entered on the register, who may not concur therein, the proprietor may in any registered disposition or other instrument by covenant, condition or otherwise impose or make binding, so far as the law permits, any obligation or reservation with respect to the building on or other user of the registered land or any part thereof or with respect to mines and minerals (whether registered separately or as part of the registered land) or with respect to any other thing in like manner as if the proprietor were entitled to the registered land for his own benefit."

There follow provisions enabling a proprietor to release or waive any rights arising by reason of any covenant or condition, or release any obligation or reservation the benefit of which is annexed or belongs to the registered land, and to give any licence, consent or approval which a tenant for life is by the S.L.A., 1925, authorised to give in reference to settled land, and provision for entries being made on the register of all obligations and reservations imposed by the proprietor, of his release or waiver of any obligations and reservations, and of the acquisition of any obligations and reservations acquired by him for the benefit of the registered estate.

It will be seen that the registered proprietor has very full powers with regard to the imposition of restrictive covenants on any transfer by him, and entries must be made on the register of any such restrictions with regard to the building on or other user of the registered land.

Section 50 (1) of the Act enables any person who is entitled to the benefit of a restrictive covenant or agreement (not being a covenant or agreement made between a lessor and lessee) with respect to the building on or user of registered land to apply to the Registrar to enter notice thereof on the register, such notice, where practicable, to be by reference to the instrument containing the covenant or agreement, a copy of which is to be filed. The sub-section further provides that where any such covenant or agreement appears to exist at the time of first registration notice thereof shall be entered on the register, a provision which throws upon the Registrar the duty of entering a notice of restrictive covenants without any application, if such appear to exist upon a first registration. The sub-section concludes: "In the case of registered land the notice aforesaid shall take the place of registration as a land charge."

It has been suggested that the expression "in the place of" in the concluding sentence just quoted, means that a registered entry has with regard to registered land the same effect and is followed by the same results as obtain in the case of a registered charge upon unregistered land under the L.C.A., 1925. If that be so, s. 198 of the L.P.A., 1925, applies to registered entries against registered land which would render all such entries actual notice of the restrictive covenants to which they refer to all persons and for all purposes affecting the land.

I think that that is a very strained construction to place upon the language of the sub-section, and do not for a moment believe that it is in the least likely to be adopted.

Apart from any such improbable construction of the meaning of s. 50 (1), there is nothing in the L.R.A. which has or may have the same effect as s. 198 of the L.P.A., 1925, by constituting an entry actual notice to all persons and for all purposes affecting the land.

The effect of an entry on the register under s. 50 is set out in sub-s. (2), which reads:—

"When such a notice is entered the proprietor of the land and the persons deriving title under him (except incumbrancers or other persons who at the time when the notice is entered may not be bound by the covenant or agreement) shall be deemed to be affected with notice of the covenant or agreement as being an incumbrance on the land."

That seems to make it clear that it is only the proprietor, and those deriving title under him, who would in the ordinary course of investigating title become aware of the entry, who are affected with notice of it.

The only other provision of the L.R.A., 1925, to which I propose to refer is s. 59 (2), which is important:—

"Registration of a land charge (other than a local land charge) shall, where the land affected is registered, be effected only by registering under this Act a notice caution or other prescribed entry:

"Provided that before a land charge including a local land charge affecting registered land (being a charge to secure money) is realised, it shall be registered and take effect as a registered charge under this Act in the prescribed manner, without prejudice to the priority conferred by the land charge."

It should be noted (although not material for the immediate purpose) that in this section "land charge" does not include a puisne mortgage or an inland revenue charge (see sub-s. (5)).

The result of this sub-section is to prohibit the registration under the L.C.A., of restrictive covenants against registered land. A search for land charges will not, therefore, be necessary in the case of registered land. A search in the local register for local land charges should, however, be made against registered as well as against unregistered land.

Landlord and Tenant Notebook.

What is Carrying on a Business?

The covenant against carrying on business in general has, perhaps, been less fruitful of litigation than have covenants designed to prevent the carrying on of particular businesses. But while the latter have usually been decided in the light of purely technical evidence, illustrating, for example, the difference between a hosier and draper and an outfitter (*Stuart* v. *Diplock* (1889), 43 Ch.D. 343, C.A.), decisions in the former class of case have involved the searching after and applying of wider principles.

As regards facts, tenants carrying on schools, homes for working girls, nursing homes, letting gable-ends to bill-posters, and receiving paying guests, have all been held to have broken the covenant. On the other hand, the holding of an auction sale of the tenant's furniture was held not to be a breach; and the same applies to the establishment of a religious sisterhood where boarders were received and which was partly supported by donations.

Coming to the principles, it is all-important not to lose sight, particularly in this class of case, of the fact that both words and object must be regarded, and sometimes one must look "beyond the words to the object" (Lindley, L.J., in *Rolls* v. *Miller* (1884), 27 Ch.D. 71, C.A.). Subject to this, the factors most frequently considered have been payment, profit, publicity, design, and the attracting to the premises of more and different persons. In *Doe d. Bish* v. *Keeling* (1813) 1 M. & S. 95, the plaintiff complained that a school had been established, and the court held that three factors constituted a school a business: the invitation to the public, the circumstance that there would be more people about than in the case of a private house, and the fact that all manner of persons would resort to the house. In *Portman* v. *Home Hospital Association*, 1879 (referred to in a note to *Rolls* v. *Miller, supra*), what would now be called a private nursing home had been started; this was held to be a business, and some importance was attached to the factor of design; the covenant being in the usual alternative form "use or permit to be used," this disposed of the argument that it would prevent a physician from being called in if someone met with an accident. Both these cases were applied in the case of *Rolls* v. *Miller, supra*, which concerned a "Home for Working Girls." In that case it was strenuously argued by the defendants that the facts were distinguishable in that the institution was charitable and no payments were demanded of those who resorted to the home; but the decision disposed of the proposition that the taking of money was a necessary element of "business." Undue prominence had undoubtedly been given to this feature in *Bramwell* v. *Lacy* (1879), 10 Ch.D. 691, which decided that a hospital for poor persons who were charged according to their means was a business though it was not carried on for or at a profit. That it may not be wholly irrelevant is shown by *Thorn* v. *Madden* [1925] Ch. 847, in which it was held that the receiving of paying guests, friends of the tenant or vouched for by friends of the tenant, was a business; for it was observed by the court that the defendant was "of set purpose occupying a house which she is aware is beyond her means." This settled a point left undecided in *Porter* v. *Gibbons and Bissett* (1904), 48 S.J. 814, C.A.

The fact that a staff was employed was considered material in *Rolls* v. *Miller, supra*.

The element of invitation to the public, adverted to in *Doe d. Bish* v. *Keeling* and *Rolls* v. *Miller, supra*, was perhaps also given undue prominence in the case of *Wickenden* v. *Webster* (1856), 4 W.R. 562 (a school case), and in *Thorn* v. *Madden* it was ruled that advertising in an obtrusive manner was not a necessary quality of a business.

Whether carrying on a business implies regularity or persistency, or whether the covenant can be broken by a single act, it is perhaps difficult to say. In *Reeves* v. *Cattell* (1876), 24 W.R. 485, it was held that an auction sale of the tenant's furniture which he had used in the house did not violate the covenant; but it was also said that the decision would have been different if the furniture had been brought there for the purpose. Consequently, if the element of design be present (see *Portman* v. *Home Hospital Association, supra*), the answer would appear to be in the affirmative.

The effect of the decisions cited above is that the attempt made by Pearson, J., in *Rolls* v. *Miller, supra*, to draft a definition was not altogether unsuccessful. With some hesitation he defines as follows (p. 79): ". . . that is a business which is carried on by any person in addition to, and diverse from, his ordinary domestic life. This, of course, makes the covenant tantamount to a covenant "to use the premises as a private dwelling-house only," and in *Thorn* v. *Madden, supra*, in which the lease contained both covenants, they were to all intents and purposes treated as synonomous; in *Wickenden* v. *Webster, supra*, they were read together; while in other decisions much attention has been paid to the question whether the acts complained of were or were not incidental to ordinary domestic life. In *Thorn* v. *Madden*, Tomlin, J., alluded *obiter* to the case of a friend desiring to visit a friend who says, "I cannot afford to keep you, but I shall be delighted to see you if you will pay," indicating that under such circumstances the covenants would not be broken.

A case which supports the proposition that the two covenants do not necessarily cover exactly the same ground is *Doe d. Mackenzie* v. *Baylis* (1851), 17 L.T. (o.s.) 172 N.P., in which ladies occupying premises formed a sisterhood and received boarders whose friends had abandoned them because of their change of faith; it was held that they were not carrying on a business; but *quaere*, whether they would have been held to have been using the premises as a private house only? Subject to this, we think there is no difference; and, at all events, when a landlord in fact desires that the property shall be used for residential purposes only, the somewhat verbose covenant

against carrying on and permitting to be carried on, etc., business and trade (the latter word is quite superfluous, since Denman, C.J., pointed out that every trade is a business: *Doe d. Wetherell* v. *Bird* (1834), 2 Ad. & E. 161), might well be dropped.

Our County Court Letter.

MARRIED WOMEN'S LIABILITY ON CONTRACTS.

(*Continued from* 73 Sol. J., p. 512.)

II.

In the recent case of *Jessop and Sons Limited* v. *List*, at Nottingham County Court, the plaintiffs claimed £15 2s. 1d. for goods sold, and the defendant counter-claimed £20 for wrongful dismissal. The plaintiffs were drapers, who had employed the defendant as a dressmaker in the name of Miss List, but the fact that she was a married woman had become known to the plaintiffs during her period of service, and while she was being supplied with the goods. The defendant had obtained a separation order, before entering the plaintiffs' employ, but her maintenance of 14s. a week had not been paid, and it was therefore contended on her behalf that she was entitled to pledge her husband's credit for necessaries. The plaintiffs pointed out, however, that the defendant's husband was a bricklayer's labourer, and—as she could only order necessaries in keeping with his station in life—the defendant was personally liable for items such as lavender, manicure sets and fancy earrings. The defendant admitted that she had obtained a decree absolute at about the time of her dismissal, and although she did not expect her husband to pay for the goods, she thought he would pay alimony. The defendant further claimed that a week's wages in lieu of notice was insufficient, and that she was entitled to three months' notice through being in charge of the work-room. The ordinary workers were given a week's notice, but it appeared that the plaintiffs' cashier was subject to a fortnight's notice only, and that no member of the staff was entitled to three months. His Honour Judge Hildyard, K.C., directed the jury that the defendant was liable on the claim, and a verdict was returned on the counter-claim that the defendant was only entitled to a week's notice. Judgment was therefore given for the plaintiffs on the claim and counter-claim, with costs.

BANKRUPTCY PROCEEDINGS AND CONCURRENT REMEDIES.

(*Continued from* 73 Sol. J., p. 625.)

II.

A creditor may sometimes exercise, concurrently with his legal rights, the extraneous remedy of taking payment in kind. In the recent case of *Young* v. *Dyer*, at Newton Abbot County Court, the plaintiff claimed £44 2s. for work done to a shop front. Both parties were builders, but the defendant refused to pay on the ground that he had arranged for the work to be done by the plaintiff's brother. The latter was bankrupt and owed the defendant £60, but the defendant had created a set-off by employing the bankrupt, thus reducing to about £20 the amount upon which the defendant would have to accept as dividend. The plaintiff's account had in fact been rendered in the name of the bankrupt, but the explanation was that the plaintiff had taken over his brother's stock after the bankruptcy. The defendant contended that he did not place the order with the plaintiff, as he could have done the work himself, but he considered the above a good method of "squaring up" a part of the amount due to him. His Honour Judge Higgins remarked on the difficulty of arriving at a decision, and gave judgment for the defendant, with costs.

Practice Notes.

ARROGATED DUTIES AND WORKMEN'S COMPENSATION.

In *Taylor* v. *Lock*, recently heard at Shrewsbury, the applicant claimed an award of £600 (for herself and the dependent children) by reason of the death of her husband in the following circumstances. The deceased was driving the defendant's steam wagon, but he dismounted in order to obtain some tobacco from his father in a field, and had subsequently returned to the road 100 yards farther down. The deceased then waved to his steersman to drive the wagon along, and the steersman (although unlicensed) did so, with the result that the deceased received injuries which proved fatal. His Honour Judge Ivor Bowen, K.C., held that the test was whether it was part of the deceased's employment "to hazard, suffer or do" that which caused his injury, and the test was based upon the duty to the employer arising out of the contract of employment. The evidence showed that the accident arose outside the employment, and that the deceased was acting for his own purpose, and momentary convenience, in leaving his duty to obtain tobacco. The act was not done for the purpose of, and in connexion with, the employer's trade or business, and judgment was therefore given for the respondent, with costs on Scale B. It had been previously held in *Payne* v. *Curtis* (1915), 9 B.W.C.C. 29, that a man lawfully walking by the side of a traction engine, who tried to adjust one of the lamps (although it was not part of his duty to do so), was not entitled to compensation for injuries thereby received.

THE USAGE OF THE SEA FISHERIES.

Legal sanction was given to the above in the recent case of "The Boys," at Lowestoft County Court, where the owner of the drifter "Ascendant" claimed damages for damage to nets against the owner of the first-named drifter. The plaintiff's case was that his own vessel (the "Ascendant") had shot her nets, but, when half her fleet was out, "The Boys" arrived to windward and shot her nets nearby. The plaintiff protested by blowing his whistle, and, after shooting his fleet, he let go his nets and returned to the start of the fleet, where the nets had been fouled by "The Boys." The aft boat therefore hauled in her fleet, and some of "The Boys'" nets were found to be intermixed with those of the "Ascendant." The defendant's case was that (*a*) the latter circumstance was due to the exceptionally heavy catch; and (*b*) the skipper of "The Boys," on finding a berth, had hoisted his red flag and steamed to windward. Before he could turn again, however, the "Ascendant" had arrived and began to shoot, and it was contended that the "Ascendant" should not have cut in, when the flag of "The Boys" showed that her skipper had examined the berth. The plaintiff's reply was that a vessel could not claim a berth by merely hoisting her flag, and that fishing did not commence until the nets were shot. His Honour Judge Herbert Smith, sitting with nautical assessors, held that a vessel which (after running over the ground) had turned to windward to shoot, was regarded by the usage of the fisheries as having commenced operations. The "Ascendant" had, therefore, tried to forestall "The Boys," and the latter vessel was not to blame for the damage, which was due to the nets having become intermixed. Judgment was therefore given for the defendant with costs. The statutory regulation is that boats arriving in the fishing grounds must not place themselves nor shoot their nets in such a way as to injure each other, or to interfere with fishermen actually fishing at the time, as laid down by the Sea Fisheries Act, 1883, Sched. I, Art. 15.

Charles Edward Whitehouse and Robert Williams, solicitors, 63, Temple-row, Birmingham, in the County of Warwick (C. E. Whitehouse & Williams), dissolved as and from 31st December, 1929, by effluxion of time.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Tax on War Loan—Person Domiciled in U.S.A.

Q. 1824. A person is domiciled in the United States of America, having lived there for many years. During the late war he bought some British War Loan which was issued in America, free of all taxes (otherwise it would, of course, never have been taken up there where so many investments are tax free). He is considering becoming domiciled in England. Would the change of domicil render him liable to tax on such war loan in this country when it was issued free of all taxes ?

A. The exemption granted under s. 46 of the Income Tax Act, 1918, will cease to be operative if the holder of the stock becomes domiciled in this country. The condition under which these securities are issued free of tax is that they shall be in the beneficial ownership of persons who are not ordinarily resident in the United States. It follows that when this condition ceases to be complied with the exemption ceases.

Moneylender Registered in Ireland—Recovery of Loan made in England.

Q. 1825. Is a private limited company, incorporated in the Irish Free State and having a registered office in Ireland to carry on the business of moneylenders, liable for contravention of s. 5 of the Moneylenders Act, 1927, if the company issues circulars by post addressed to persons resident in England ? Does such a company come within the operation of the Act of 1927 as to the other provisions and prohibitions contained in the said Act ? Your opinion generally on the question would greatly oblige.

A. In the case of a private limited company incorporated in the Irish Free State, and having a registered office in Ireland, sending circulars by post to persons resident in England, the position is as follows : The Moneylenders Act, 1927, does not apply in the Irish Free State (nor does it apply in Northern Ireland), but the statutes in force throughout Ireland are the Moneylenders Acts, 1900 and 1911. Therefore, if a circular is sent by a registered moneylender in Ireland to a person in this country, in consequence of which a loan is made, an action by the moneylender to recover the loan in England would fail because the sending of such a circular is in contravention of s. 5 of the Moneylenders Act, 1927. In the above case an action for the recovery of the money might lie in Ireland (for the sending of moneylenders' circulars is not illegal under the Moneylenders Act, 1900), but judgment obtained on the action could not be enforced in England. But there is yet another aspect of the case which requires consideration. Suppose a person in England makes a written request to a moneylender in Ireland for a loan and in reply thereto the moneylender sends the potential borrower a circular, a loan thus obtained is not in contravention of s. 5 of the Moneylenders Act, 1927. Could an action for the recovery of such a loan be maintained in England ? The answer depends upon the following circumstances. If all the provisions of the Moneylenders Act, 1927, were observed, then an action might be brought by the moneylender (registered in Ireland) against the borrower in England. In other words, a registered moneylender in Ireland must observe all the provisions of the Moneylenders Act, 1927, in order that he may sue a borrower in the English courts. If such moneylender registered in Ireland does not observe all the provisions of the Moneylenders Act, 1927, he may still sue a borrower (i.e., a borrower in England) in the Irish Courts, but he cannot execute any judgment obtained against either the person or the property of the borrower in England. In practice, however, it is difficult to see how a moneylender registered in Ireland under the Moneylenders Act, 1900, could observe all the provisions of the Moneylenders Act, 1927, for it is essential that a moneylender should be licensed (not registered) under the Moneylenders Act, 1927, and the provisions relating to licensing only apply to England and Scotland. The short answer to the problem appears to be as follows : If a moneylender registered in Ireland wants to lend money to people in England, and wants to be able to sue borrowers in England, then such moneylender must set up a place of business in England and take out a moneylender's licence in respect thereof.

Sale of an Undivided Share to a Stranger—Procedure.

Q. 1826. A and B bought freehold property in 1923, which was conveyed to them as tenants in common in equal shares. A died in 1929 intestate, leaving his mother the sole person entitled to his estate, to whom letters of administration were granted. B now wishes to assign his share to C, and we shall be glad to have your views as to how would be the best way of carrying out his wishes.

A. We answer this query on the assumption that C is *not* the administratrix of A.

On the 1st January, 1926, the legal estate in the entirety vested in A and B upon the statutory trusts : L.P.A., 1925, Sched. I, Pt. IV, para. 1 (2) ; and B is now the surviving trustee. He should assign his equitable interest to C and retire from the trusts, appointing C and a trustee (say the administratrix of A) in the places of A, deceased, and himself. The change of trustees is not, of course, essential to the transaction, but very desirable.

Appropriation—Infants.

Q. 1827. We are acting in the administration of a small estate of about £750. The estate includes twenty-six plots of land which were purchased for £212 by the deceased about thirty years ago and which have never been dealt with in any way. It appears to be impossible to sell any of these plots, except perhaps at an absurdly low figure, and some of them appear to be quite worthless. The beneficiaries, of whom there are five, are quite willing to come to an arrangement for the retention of these plots and distribution of the plots amongst themselves. Unfortunately, however, one of the beneficiaries is an infant. Kindly advise as to what course can be taken.

A. The difficulty of the infancy can easily be overcome by way of an appropriation under A.E.A., 1925, s. 41, provided the infant has parents, or a parent, or testamentary or other guardian, as is very probable.

Estate Agent—Purchaser not able to Complete—Commission.

Q. 1828. A vendor employs an estate agent to sell her business. The agent finds a purchaser, who pays a deposit of £40 to the agents. The purchaser is unable to complete and the deposit is forfeited. The agents pay £20 out of the deposit to the vendor, but claim the remaining £20 as commission. It is thought that they are not entitled to this, as it was through no fault of the vendor that completion did not take place. Is this view a correct one ? Authorities will oblige.

A. As the agent failed to find a purchaser able to complete his purchase he clearly has not earned his commission. He has failed to find a person able and willing (or capable of being forced) to purchase. We regret we cannot trace a direct authority.

Correspondence.

Company Law and Practice.

Sir,—The writer of the twelfth article on "Company Law and Practice," which deals fully with *Re Wilts and Somerset Farmers Ltd.* [1929] 1 Ch., and *Biddulph and Agricultural Wholesale Society Ltd.* [1927] A.C., was probably unaware that the former case was heard before the House of Lords in December last, and we are expecting their reserved judgment at any time now.

The Court of Appeal decision in the case may, therefore, not stand, and in any case they will deal fully with the law, both as regards this and the *Biddulph Case*, which is very much interwoven with it.

We thought your contributor would be interested to know the position, and that the law as expressed in his article may possibly have to be modified.

Strand, W.C.2. ERNEST BEVIR & SON.
20th January.

[We thank our Correspondents for their interesting communication, and will await the decision of the House of Lords.—ED., *Sol. J.*]

Soviet Marriages.

Sir,—I'm so interested in all this about marriage and divorce. Now, it seems, if a Jew marries in Poland, and says "git" to his wife, which sounds vulgar, that is a divorce, and if a Russian husband or wife says—I don't know what, something horrid and blasphemous, no doubt—they are divorced too, but we recognise the Polish Jew's marriage and not the Russian's. What is the difference, please? You know I'm just an ignorant woman, and only ask for information. Mr. Copperfield cannot explain it to me.

As for these dreadful Soviet people, I do not think we ought to recognise even their births and deaths at all, let alone their marriages.

18th January. ROSA DARTLE.

Legal Parables.

L.

The Advantage of a Proper Use of Exhibits.

MR. LUCKY admitted to his clerk that he knew very little about his case; and, seeing that he had against him Mr. McAnnick, whose technical knowledge of machinery was wide and deep, he confessed that he saw little hope of success.

In court, as was his custom, he made friendly overtures to his opponent. Mr. McAnnick explained the strength of his own and the weakness of Mr. Lucky's case.

"Looks bad for me," remarked Mr. Lucky, "especially as I can't understand these damned machinery things; never could. Do you know, once I pulled a watch to pieces. I found I had enough bits to make two watches, which I thought rather clever. Funny thing was, neither of 'em would go. I daresay you could explain that, McAnnick, but I'm hanged if I could. Anyway, so far as this case goes, my prospects don't look up to much; but perhaps I shall pull through with luck. I often do, you know. It is something about a lift or something, isn't it? My man broke his leg or something."

Listless, J., seemed to find the case thoroughly uninteresting, and was not at much pains to conceal the fact. Mr. McAnnick's animated cross-examination of the plaintiff only made him yawn.

Presently, however, Mr. McAnnick invited his lordship to look at a small model of the lift in question. Listless, J., sat up and took notice. When he found the model worked, he was unrestrained in his admiration. He no longer even pretended to listen to counsel; he simply worked his model.

"Excellent!" he said at last. "Come, Mr. Lucky, how do you get over this? It seems clear to demonstration that the lift simply can't go wrong! Where's your case?"

("There, my boy," murmured Mr. McAnnick, "that's the way to do it. Keep him amused, and he'll play for hours and decide in your favour. You haven't an earthly, Lucky!")

Mr. Lucky modestly disclaimed mechanical knowledge, but assured his lordship that if his lordship would bear with him, and so forth.

The judge, tired of the toy, lapsed once more into indifference, and invited Mr. Lucky, somewhat testily, to look at the thing for himself.

Mr. Lucky did so, and in due course it was handed back to the bench.

"My submission is," replied Mr. Lucky to one of his lordship's interventions, "that the lift *can* and *did* go wrong. It may do so occasionally, if rarely. Possibly the model your lordship has before you is better than the real thing; but I suspect that even that might go wrong now and again."

"Really," said Listless, J., rather wearily, "let me show you just once more . . . By Jove! I should say, really . . . Mr. McAnnick, just observe! The thing certainly *is* liable to go wrong. Perhaps, after all, Mr. Lucky, your client's story may be not only honest, but accurate. Let us demonstrate again!" And, roused to interest once more, he resumed his operations with the model, proved it often at fault, refused to hear more, and found for the plaintiff in a judgment of great vigour.

"And what I should like to know," said Mr. McAnnick to his adversary, "is what you did to that machine!"

"Me? I mean I?" rejoined Mr. Lucky. "Didn't I tell you, I always have been unfortunate with anything mechanical. Still, we really have given old Listless a happy day, now, haven't we?"

(Moral: Keep him amused.)

Reviews.

Annual Digest of Public International Law Cases. Years 1925 and 1926. Edited by ARNOLD D. MCNAIR, C.B.E., LL.D., and H. LAUTERPACHT, LL.D., Dr. Jur. London: Longmans Green & Co. 35s.

Public international law is destined to a great future, and it becomes more and more evident, as time goes on, that the Anglo-American method of developing the law by decided cases will play an important part in the evolution of the international code. It is impossible that it should be otherwise, whether we rely directly on precedents as revealing principles or utilise the more elastic doctrine of *jurisprudence constante*.

The difficulty for the international lawyer is to find his cases. The Permanent Court has done well in making its decisions available, but those of other tribunals are scattered throughout the world, and even when obtainable, are sometimes difficult to track down, or indeed, such is the multiplicity of public business, to be known to exist. The editors of the present series, for this volume is only one of a series intended to cover all international judicial pronouncements of importance since the war, have done a useful work.

They have secured contributors in many countries, and they have carefully edited the contributions they have received in such a way as to maintain a measure of common form throughout the volume. In each case the facts are summarised, and extracts from judgments of sufficient length are selected, with special attention to the principles of law underlying the decision. Not only decisions of international tribunals are presented, but those also of national tribunals where they are of importance. This latter feature is valuable. All will remember the importance assumed by the English

case of *R.* v. *Keyn* when the great international case of the "Lotus" was argued and decided.

A rational classification of subjects, a sufficient index and table of cases furnish the necessary mechanical aids to the use of an excellent work.

Books Received.

The Society of Incorporated Accountants and Auditors. Syllabus of Examinations—May, 1930—and Notes in regard to qualifying as an Incorporated Accountant. January, 1930. Incorporated Accountants' Hall, Victoria Embankment, W.C.2.

The Law Relating to Injuries to Workmen (i) *at Common Law;* (ii) *Under the Employers Liability Act,* 1880; (iii) *Under the Workmen's Compensation Acts,* 1925, 1926, *and* 1927. Fourth Edition (Revised). Frederick G. Neave, LL.D., Solicitor, in collaboration with Grange Turner, M.A. (Cantab.), Barrister-at-law. 1930. Crown 8vo. pp. xix and (with Index) 172. London: Effingham Wilson. 6s. net.

Notes of Cases.

Court of Appeal.

Montague L. Meyer Limited *v.* **Kivisto.**

Scrutton and Greer, L.JJ., 18th December, 1929.

Sale of Goods—Specified Goods—Timber—Condition or Warranty—Defective Timber—Unseasoned Timber—Buyer's Right—Rejection or Damages—Construction of the Contract of Sale.

Appeal from an order of Roche, J. (74 Sol. J. 13).

Frans Kivisto, of Helsingfors, sold to Montague L. Meyer Limited of London, a quantity of Finnish timber in accordance with the terms of contract, dated the 20th March, 1928, adopted by the Timber Trade Federation of the United Kingdom, the Swedish Wood Export Association and the Finnish Saw Millers' Association. The buyers contended that a large part of the wood was not delivered in accordance with the contract, in that a large proportion of it was discoloured and was not properly seasoned for the English market. The subsequent dispute was referred to arbitration, and the umpire held that the buyers were not entitled to reject the goods and repudiate the contract, but were only entitled to damages. The material terms of the contract for the sale of the goods in question were: "(3) The goods to be properly seasoned for shipment to the United Kingdom, and shall be of the shipper's usual bracking, average length, and fair specification for such description of goods . . ." and "(16) Should any dispute arise under this contract . . . the same shall be referred to arbitration . . . Buyers shall not reject the goods herein specified but shall accept or pay for them in terms of contract against shipping documents . . ."

Roche, J., held that the buyers were not entitled to reject the goods, but could only claim an allowance off the price by way of damages. He thought that the sellers' contention was the right one, and that the award must stand. The buyers appealed.

The Court (Scrutton and Greer, L.JJ.) dismissed the appeal, holding, that on the true construction of the contract the buyers had no right to reject the unseasoned timber, but were limited to the right to recover damages. Appeal dismissed.

Counsel: *J. Dickinson; du Parcq,* K.C., and *Van den Berg.*

Solicitors: *William A. Crump & Son; Ward, Perks and Terry.*

[Reported by T. W. Morgan, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Rex *v.* **Minister of Health;** *ex parte* **Yaffe.**

Lord Hewart, C.J., Swift and Talbot, JJ., 14th January.

Housing Scheme—Order of Minister of Health—Statutory Effect—Jurisdiction of Court—Housing Act, 1925, 15 Geo. 5, c. 14, s. 40 (3) (5).

Rule *nisi* for *certiorari* granted on the 26th March, 1929, at the instance of Abraham Yaffe, an estate agent, calling on the Minister of Health and the Liverpool Corporation to show cause why an order of the Minister, dated the 23rd November, 1928, confirming an improvement scheme known as the Liverpool (Queen Ann-street) Improvement Scheme, 1928, should not be quashed. It was alleged that the Minister had no jurisdiction to make the order for the reason that the scheme as submitted to him was not an improvement scheme within Pt. II of the Housing Act, 1925; and, further, that the local inquiry which the Minister caused to be held in May, 1928, was void because there was then no improvement scheme within the meaning of the Act to be inquired into.

Lord Hewart, C.J., Talbot, J., were of opinion that the rule ought to be discharged. The question was whether the effect of s. 40 (5) of the Act of 1925 that "the order of the Minister when made shall have effect as if enacted in this Act" was to preclude the court from considering whether or not the order was one which the Minister had power to make. The applicant contended that s. 40 (5) applied only to orders which, under the Act, the Minister had jurisdiction to make, and that he had no jurisdiction to confirm such a scheme as the present one. Their lordships were of opinion that in the light of the decision in *Rex* v. *Minister of Health; Ex parte Davis* [1929] 1 K.B. 619, the result of the legislation was that so long as no order had been made by the Minister the courts could prohibit him from proceeding with an order for confirming a scheme which was *ultra vires,* but once a confirming order was made it had statutory authority and no question of *ultra vires* could be raised in a court of law.

Swift, J., dissenting, thought that the words "when made" in s. 40 (5) must be given effect to, and that they meant "when made in sequence with the events which the Act prescribed should lead up to them," and that if any of the steps required were omitted the Minister had not made an order within s. 40 (3) and s. 40 (5) did not apply.

Counsel: *The Attorney-General* (*Sir William Jowitt,* K.C.), and *Bowstead,* showed cause for the Minister; *W. A. Greene,* K.C., and *H. P. Glover,* for the Liverpool Corporation; *H. A. Hill* and *T. Worthington Naylor,* supported the rule.

Solicitors: *The Solicitor to the Ministry of Health; F. Venn and Co.,* for the Town Clerk, Liverpool; *Few & Co.,* for W. J. Shield, Liverpool.

[Reported by Charles Clayton, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

Stuart *v.* **Stuart and Holden (Moon intervening and showing cause).** Hill, J. 9th November.

Divorce—Husband's Petition for Dissolution—Decree *nisi*—Intervention of Stranger—Issue—Finding of Adultery against Petitioner—Notice for Decree Absolute in the Exercise of the Discretion—Cross Motion by Intervener for Rescission of Decree *nisi* and Dismissal of Petition—Costs—Judicature (Consolidation) Act, 1925, 15 & 16 Geo. 5, c. 49, s. 183, sub-s. 2—Matrimonial Causes Rules, 52–55.

On these cross-motions with respect to making absolute the decree *nisi* in this defended suit for dissolution, the court dismissed the husband's petition, ordering him to pay the costs of the intervention. The present proceedings were in consequence of an intervention in the suit by a stranger

after the pronouncement of a decree *nisi*. In October, 1928 the husband was granted a decree *nisi* of dissolution on the ground of his wife's adultery with the co-respondent, and was given the custody of the three children of the marriage. Subsequently a woman, who was a witness in the further proceedings, gave information to the King's Proctor. The King's Proctor did not intervene. Whereupon Mr. Moon, a brother-in-law of the respondent's wife, intervened under s. 183, sub-s. 2 of the Judicature Act, 1925, showing cause why the decree *nisi* should not be made absolute. He alleged, in affidavits setting forth the facts, that the petitioner had himself committed adultery with the woman who had supplied the information, and had not disclosed that fact to the court. The petitioner filed an answer not on oath denying the allegations. An issue was tried in November, 1929, with the result that Hill, J. made a finding of adultery against the petitioner. Counsel for the petitioner now moved on behalf of the petitioner to make the decree *nisi* absolute, notwithstanding the above finding, in the exercise of the discretion of the court. Counsel referred to *Pretty* v. *Pretty* [1911] P. 83. Counsel for the intervener upon a cross-motion to rescind the decree *nisi* and dismiss the petition were not called upon.

HILL, J., in the course of his judgment, said that the discretion of the court could not be exercised in the petitioner's favour. It might well have been that if he had made a full disclosure of the adultery proved against him at the time when he was complaining of his wife's adultery, the court would have exercised its discretion. He not only did not disclose his adultery at the trial, but strenuously fought the charges, gave evidence on oath and was believed by the court. If the court were still to exercise discretion to a man who was not only an adulterer, but also a perjurer, it would encourage people to commit perjury. And everyone who was guilty himself, but was seeking relief would be encouraged to run the risk, first of all of making no disclosure in the hope that the court might be hoodwinked, and second of successfully perjuring himself on the facts alleged against him. The only condition upon which the court would exercise the discretionary power was that there should be complete frankness on the part of those who were asking for discretion. The husband's motion would be dismissed and the decree *nisi* rescinded, and the petition dismissed in the terms of the cross-motion, with costs.

COUNSEL: *Bayford*, K.C. and *H. Durley Grazebrook*, for the petitioner; *Sir Patrick Hastings*, K.C., and *Tyndale*, for the intervener.

SOLICITORS: *Ridsdale & Son; Kenneth Brown, Baker, Baker.*

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

G. — M. *v.* G. — A. D. Hill, J. 13th November.

DIVORCE—SUMMONS TO STRIKE OUT ANSWER—WIFE'S PETITION FOR RESTITUTION OF CONJUGAL RIGHTS—HUSBAND'S ANSWER ALLEGING REASONABLE CAUSE—WIFE'S EXTRAVAGANT HABITS AFFECTING HUSBAND'S CAREER—WHETHER DEFENCE IN LAW—HUSBAND'S RIGHT TO CHOOSE HOW AND WHERE HE WILL EARN HIS LIVING.

This was a summons taken out by the wife petitioner for restitution of conjugal rights to strike out the answer filed by the husband on the ground that it disclosed no defence in law, or alternatively, was unnecessary, embarrassing, scandalous or irrelevant. By his answer the husband alleged that he had just cause for refusing to live with his wife on the ground of her continued extravagance. The facts appear sufficiently from the judgment.

HILL, J., in the course of delivering a considered judgment, said that the parties were married in Calcutta in 1912. A child was born in 1916. The wife in her petition stated that in 1921 she returned to England with the child "the respondent remaining in India of necessity owing 'to the nature of his business'; that the respondent returned to England on leave on the 19th April, 1929, but on the 21st April, 1929, ceased to cohabit with her, and still refused to return to her. The gist of the wife's letter before petition was that the respondent had refused to make a home for her in India, and had refused to live with her any more." The particulars of just cause filed by the respondent husband came to this: "I am a member of a firm whose place of business is in Calcutta, and I am compelled to reside there. My wife, by persistent extravagance over a number of years, has largely exceeded the allowance at the rate of £2,400 per annum made to her and has incurred very heavy debts. I paid them off in 1920, 1925 and 1927, to the extent of about £10,000, and in 1928 she incurred further debts to the amount of about £7,000. She has borrowed from moneylenders. She has issued many cheques which have been dishonoured. She has tried to borrow money of my friends, and on one occasion tried to get one of my partners to make an advance on my account. By these and other proceedings set out in the particulars she has brought things to such a pass that my partners have said that if I take my wife to live with me in India I must leave my firm." If these facts were proved at the hearing of the petition the husband would be showing reasonable cause for refusing to have his wife to live with him in India. The reasons would be "grave and weighty." It would be contrary to the real truth of the case to treat as deserting his wife a husband who in those circumstances refused to have his wife to live with him in India and, instead, offered to maintain her elsewhere. Moreover, it was not a sound argument to say that the husband could return to England and there make a home and live with his wife. A husband was bound to maintain his wife and child and therefore to earn a living, but it was for him to choose how and where he should earn a living. If his choice were genuine and not merely a device to avoid living with his wife, he (his lordship) did not know on what ground it could be said to be a breach of duty to the wife. If a woman married a man whose work in life compelled him to live out of England, she impliedly agreed that he should not be compelled to live with her in England. Supposing that she had married, not a Calcutta merchant, but an Indian civil servant, it would be obvious that she agreed to his living in India while his work required it. To say that the particulars of the respondent's answer disclosed good cause for his refusal was not to say that there would always be good cause. Circumstances might change. All that he (his lordship) decided was that to the present claim of the wife for a decree of restitution of conjugal rights in existing circumstances the answer, if proved, would establish a defence in law. The summons would therefore be dismissed.

COUNSEL: *Bayford*, K.C., and *Laskey*, for the wife; *Willis*, K.C., and *T. Bucknill*, for the husband.

SOLICITORS: *Kenneth Brown, Baker, Baker; Andrew, Wood, Purves & Sutton.*

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

In the Estate of Pesca, deceased. Hill, J. 18th November.

PROBATE—ADMINISTRATION *cum testamento annexo*—APPLICATION FOR GRANT BY RESIDUARY LEGATEE—BEQUEST OF RESIDUE TO "THE RECTOR OF ST. THOMAS' ROMAN CATHOLIC CHURCH OF NEWPORT FOR THE PURPOSES OF THE SAID CHURCH . . ."—GRANT OPPOSED BY NEXT-OF-KIN—ALLEGED INVALIDITY OF CHARITABLE TRUST—APPLICATION GRANTED—COSTS.

This was a motion on behalf of Rev. Father Timothy Watson, rector of St. Thomas' Roman Catholic Church, Isle of Wight, for a grant of administration with the will annexed of the estate valued at about £3,000 of the late Luigi Pesca, an Italian, who died on 30th January, 1928. The testator, by his will, dated 8th February, 1903, bequeathed the residue of his "real and personal estate to the rector of St. Thomas' Roman Catholic Church of Newport for the benefit of the said church and mission, and I ask him without attaching any

obligation to say or cause to be said some masses for my soul." The testator died domiciled in England, and the will was duly executed. The next-of-kin, two sisters of the deceased, opposed the grant.

Counsel for the next-of-kin submitted that the grant could not go, because the bequest was not a valid charitable bequest owing to uncertainty. It expressed a gift to an individual and not to the holder of an office. If the charitable trust failed there would be a resulting trust in favour of the next-of-kin. Counsel for the applicant said that Father James Conway was the rector of the church at the time when the will was executed, but he had died in 1919. The only way in which the disputed clause could be read was the "rector for the time being, *virtute officii*. The gift was to be used by him for the purposes of the church and was within the limits of a proper charitable gift. Counsel referred to a line of authorities, the most recent being *In re Bain*, in the Court of Appeal, reported in *The Times* of 19th July, 1929.

HILL, J., in granting the application, said that the question was whether the words which were the subject of dispute meant the actual rector who had been holding the office in 1903, Father Conway, or "the rector for the time being." The testator must have had in mind the rector for the time being at his (the testator's) death. Whether the words created a good charitable trust was not for him (his lordship) to determine, but, speaking for himself, he saw very good grounds for saying that they did. There would be a grant to Father Watson of administration with the will annexed, the costs of both parties to come out of the estate.

COUNSEL: *Noel Middleton*, for the applicant; *S. L. Grant-Bailey*, for the next-of-kin.

SOLICITORS: *Warren & Warren* for *Buckell & Drew*, Newport, Isle of Wight; *Metcalfe, Sharpe & King*, for *J. T. Priestley*, Blackwood (Mon.).

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

Societies.

Bar Council Election, 1930.

The Annual Election of Members to fill the vacancies upon the Council will be held in the week ending the 15th February, 1930.

Twenty-four candidates have to be elected, of whom fourteen at least must be of the Outer Bar, and of these two at least must be of less than ten years' standing at the Bar.

Candidates for election must be proposed in writing, and the proposal form, signed by at least ten barristers, must be sent to the secretary at the offices of the council, 5 Stone Buildings, Lincoln's Inn, on or before Friday, the 24th January, 1930.

Proposal forms may be obtained from the secretary.

Every barrister is entitled to vote at the election. Voting papers with instructions to voters will be sent on or about the 6th February to every barrister whose address is given in the "Law List."

A barrister who has not an address in the "Law List" may obtain a voting paper upon his personal or written application.

5 Stone Buildings,
Lincoln's Inn.
11th January, 1930.

Law Students' Debating Society.

At a meeting of the Society held at The Law Society's Hall, on Tuesday, 7th inst. (Chairman, Mr. C. F. S. Spurrell), the subject for debate was "That the privileges of the motorist have increased, are increasing, and ought to be diminished. Mr. E. G. M. Fletcher opened in the affirmative. Miss D. C. Johnson opened in the negative. The following members also spoke: Messrs. R. D. C. Graham, J. F. Ginnett, H. F. C. Morgan, T. M. Jessup, W. M. Pleadwell, J. C. Christian-Edwards and H. W. Daniels. The opener having replied, the motion was carried by two votes. There were thirteen members and two visitors present.

At a meeting of the Society held at The Law Society's Hall, on Tuesday, the 14th inst. (Chairman, Mr. H. M. Pratt), the subject for debate was: "That the case of *Cassidy* v. *Daily Mirror Newspapers, Ltd.* [1929] 2 K.B. 331, was wrongly decided." Mr. P. Oppenheimer opened in the affirmative; Mr. H. W. Daniels seconded in the affirmative; Mr. H. W. Willis opened in the negative; and Mr. C. D. R. Rowe seconded in the negative. The following members also spoke: Messrs. G. A. Thesiger, H. J. Baxter, S. Lincoln, W. M. Pleadwell, C. B. V. Head, G. F. Littler, G. Roberts, and C. F. S. Spurrell. The chairman having summed up, the motion was lost by one vote. There were nineteen members and two visitors present.

At a meeting of the Society held at The Law Society's Hall, on Tuesday, the 21st inst. (Chairman, Mr. S. Lincoln), the subject for debate was: "That this house is of opinion that the present system of parliamentary election can and should be altered so as to secure a truer representation of the electorate." Mr. H. J. Baxter opened in the affirmative and Mr. J. C. Christian-Edwards opened in the negative. The following members also spoke: Messrs. C. F. S. Spurrell, L. F. Tucker, E. G. M. Fletcher, H. Shanly, C. C. Cross and W. M. Pleadwell. The opener having replied, the motion was lost by three votes. There were thirteen members and two visitors present.

Solicitors' Benevolent Association.

The monthly meeting of the directors of this Association was held at The Law Society's Hall, Chancery Lane, on the 15th inst., Mr. E. F. Dent in the chair. The other directors present being: Sir Norman Hill, Bart., and Messrs. A. C. Borlase (Brighton), E. R. Cook, T. S. Curtis, A. G. Gibson, O. J. Humbert, C. G. May, and P. J. Skelton (Manchester). Two thousand five hundred and sixty-three pounds was distributed in grants of relief; eight new members were elected and other general business transacted.

Legal Notes and News.

Honours and Appointments.

The Barony conferred on Sir WILLOUGHBY DICKINSON, Barrister-at-Law (announced in our issue of the 11th inst.), is gazetted by the title of Baron Dickinson, of Painswick, in the county of Gloucester.

The King has approved the appointment of The Reverend SPENCER CECIL CARPENTER, M.A., B.D., Vicar of St. Peter, Bolton, Rural Dean of Bolton, Hon. Canon of Manchester and Chaplain to His Majesty, to the Mastership of the Temple, vacant by the resignation of The Reverend William Henry Draper, M.A.

The King has been pleased to approve a recommendation of the Home Secretary that Mr. RANDOLPH ALEXANDER GLEN, M.A., LL.B., shall be appointed Recorder of Penzance, in succession to Mr. S. H. Leonard. Mr. Glen, who was called to the Bar by the Middle Temple in 1908, practises on the Western Circuit, at the Dorset, Middlesex and North London Sessions, and before Parliamentary Committees, is the author of "Glen's Law of Public Health" (1925 Edition), etc., etc.

The King has approved the appointment of Mr. HENRY DAUNCEY CORNISH, Barrister-at-Law, to be a Puisne Judge of the High Court of Judicature at Madras, to fill the vacancy created by the retirement of Mr. Justice Odgers, which took effect on the 16th inst. Mr. Cornish was called by the Inner Temple in 1902.

The Lord Chancellor has appointed Master HUGHES-ONSLOW, C.B.E., to be Chief Taxing Master of the Supreme Court in the place of Master T. S. DURY, who has resigned his position.

Mr. JULIAN F. C. BENNETT, Solicitor, senior partner in the firm of Messrs. Bullen, Debenham & Co., of 52/53 Cheapside, E.C.2, has been elected Mayor of Westminster for the ensuing year. Mr. Bennett, who was admitted in 1893, has been a member of the Westminster City Council for twenty-three years; is also on the Court of the Cordwainers Company, and is Secretary to the Royal Society of Musicians of Great Britain.

Mr. W. E. L. BENTHAM, Solicitor, of the firm of Hodding, Jackson & Bentham, Salisbury, has been appointed Clerk to the Salisbury City Justices in succession to Mr. Edwin C. L. Parker, who has resigned. Mr. Bentham was admitted in 1924, and was recently appointed Clerk to the Salisbury and District Joint Isolation Hospital Committee.

The Carlisle City Council have appointed the Town Clerk, Mr. F. G. WEBSTER, Solicitor, as Clerk to the Public Assistance Committee; and Mr. GORTON, Clerk to the Carlisle Guardians, has been appointed Public Assistance Officer.

Mr. JOHN BARWICK THOMPSON, Barrister-at-Law, has been appointed Second Assistant Legal Adviser in the Dominions and Colonial Offices. Mr. Thompson was called by the Middle Temple in 1923.

Mr. HAROLD CHUBB, Solicitor, has been appointed Borough Solicitor of Hackney. Mr. Chubb was admitted in 1927.

Mr. GEORGE AYNSLEY, Solicitor, who had for nearly thirty years held the post of Deputy Steward and Deputy Clerk of the Halmotes, at Durham, retired at the end of 1929. Sir Stanford Downing, Knight, Secretary and Steward of the Manors to the Ecclesiastical Commissioners for England, has appointed their Official Solicitor, Mr. HUGH DE BOCK PORTER, LL.B., to act as Deputy Steward and Deputy Clerk, in charge of the Durham Manorial Office, which will be under the local control of the Registrar, Mr. G. M. Sladden, 50, North Bailey, Durham, a member of the Commissioners' staff. Mr. de Bock Porter was admitted in 1893.

Professional Announcements.

(2s. per line.)

Messrs. SMILES & CO., of 15, Bedford-row, London, and Messrs. CHARLES MYLNE BARKER & CO., of the same address, whose present partners are John Richard Yates, George Edgar Shuter Davis and William Henry White, announce that they have taken into partnership in their associated practices Francis Weddell Yates (son of the senior partner) and Charles Thomas Rice Llewellyn. The style of each firm remains unchanged.

Messrs. JANSON, COBB, PEARSON & CO., Solicitors, 22, College Hill, E.C.4, announce that Mr. Thomas Hugh Cobb has retired from the firm as from 31st December last, and that the business will be continued under the same name and at that address by the remaining partners.

Professional Partnerships Dissolved.

REGINALD ARMSTRONG, ROYSTON DUNBAR STEEN, JOHN ISAAC MOULTON and JOHN NOEL ARMSTRONG, solicitors, 4, Butts-court, Leeds (Armstrong, Midgley & Co.), dissolved by mutual consent as from 31st December, 1929, so far as regards R. D. Steen. R. Armstrong, J. I. Moulton and J. N. Armstrong will continue to carry on business under the old style or firm. R. D. Steen will practise in London at Aldwych House, W.C.1.

HENRY EDMUND FIRTH-FRANKS and DONALD APPLEFORD JONES, solicitors, Watch-Bell-chambers, Rye, Sussex, Northiam, Sussex, and New Romney, Kent (William Dawes & Co.), dissolved by mutual consent as from 31st December, 1929. The business will be carried on by D. A. Jones under the same style or firm.

CHARLES EDWARD HATTEN, CHARLES ASPLIN and SYDNEY HERBERT HAYTER, solicitors, Grays and Barking, Essex (Hatten, Asplin & Hayter), dissolved as from 30th September, 1929, by mutual consent, so far as regards C. E. Hatten, who retires from the firm. C. Asplin and S. H. Hayter will continue the business under the present style or firm of Hatten, Asplin & Hayter.

Wills and Bequests.

Mr. James Higson, Whalley Range, solicitor's clerk, left estate of the gross value of £10,134, with net personalty £10,007.

Sir Henry Campbell, of Greenwood Park, Newry, Co. Down, for many years private secretary to the late C. S. Parnell, and afterwards Town Clerk of Dublin, left unsettled personal estate in England and Northern Ireland of the gross value of £5,353.

A BARRISTERS' CLUB.

The Haldane Club, the newly-formed association of Labour barristers, gave a luncheon on the 21st inst. to the Lord Chancellor, Lord Sankey, at the Ship Restaurant, Whitehall.

Twenty members of the Bar were present, including Mr. J. A. Lovat Fraser, M.P. (chairman), Mr. Holford Knight, M.P., Mr. Arthur Henderson, M.P., Mr. D. N. Pritt, K.C., and Mr. D. F. Brundrit (hon. secretary).

The chairman said that the club was formed to render all the assistance it could to the Labour movement.

The Lord Chancellor suggested that the club could hardly adopt a better motto than that of the distinguished man whose name it bore, "Work done for others."

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E.C.3

THE WOMAN NEXT DOOR.

In South-east London she's known to fame,
For calling ladies out of their name;
She rides her hobby both near and far,
In private lodging and public bar.
In Newington's Butts, on Camberwell's Green,
In Kennington's Oval and in between,
Her voice keeps singing the song of shame:
Calling ladies out of their name.

On Saturday nights, when the South-east's gay,
She worries the neighbours across the way;
On Sunday mornings, when temper is thin,
And the spirit jaded, the rows begin.
They up and tell her they wish she were dead,
And most regrettable things get said;
But the women next door keeps on with the game,
Calling ladies out of their name.

At Monday's dawning the ladies wait
In a queue till someone unlocks the gate,
And they file into court in a plaintive line,
Some thirty matrons—or twenty-nine.
The officer bids them in turn to speak,
And to make complaint to the listening beak;
But the burden of each one is just the same:
"She called us ladies out of our name."

COMMISSION DAYS.

The Lord Chief Justice and Mr. Justice Avory have fixed the commission days for holding the 1930 Winter Assizes on the Western Circuit as follows: Bodmin, Thursday, the 30th January; Exeter, Saturday, the 8th February; Bristol, Saturday, the 15th February; and Winchester, Saturday, the 22nd February. The Lord Chief Justice will go the circuit alone until Exeter is reached on Saturday, the 8th February, when he will be joined by Mr. Justice Avory.

Mr. Justice Horridge and Mr. Justice Finlay have fixed the following commission days for holding the 1930 Winter Assizes on the Midland Circuit: Bedford, Friday, the 17th January; Northampton, Wednesday, the 22nd January; Leicester, Tuesday, the 28th January; Oakham, Wednesday, the 5th February;

Lincoln, Thursday, the 6th February; Nottingham, Saturday, the 15th February; Derby, Wednesday, the 26th February; Warwick, Tuesday, the 11th March; and Birmingham, Monday, the 17th March. Mr. Justice Finlay will go the circuit alone up to and including Derby, and when the business at that town is finished he will return to London and remain until the end of the Hilary Sittings, and Mr. Justice Horridge will continue the circuit at Warwick on Tuesday, the 11th March, and from that town he will on Monday, the 17th March, go on to Birmingham, being joined by Mr. Justice MacKinnon and will open the commission on the following day.

Mr. Justice Rowlatt has fixed the following commission days for holding the 1930 Winter Assizes on the first part of the South-Eastern Circuit: Ipswich Saturday, the 25th January (civil business not before Tuesday, the 28th January); Norwich, Monday, the 3rd February; Chelmsford, Monday, the 10th February (civil business not before Wednesday, the 12th February). When the business at Chelmsford is finished he will return to London and remain until the end of the sittings. South-Eastern Circuit (second portion) Hertford, Monday, February 17th; Maidstone, Friday, February 21st; Guildford, Monday, March 3rd, and Lewes, Saturday, March 8th.

"SOME DESIRABLE CHANGES IN PATENT LAW."

The Hon. H. Fletcher Moulton, Barrister-at-Law, in a lecture on "Some Desirable Changes in Patent Law," before the members of the Institute of Patentees at the Central Hall, Westminster, said that we should approximate our law to that of the United States by permitting a patentee to obtain a patent even if he had disclosed the invention, provided that he applied within six months. It would also be beneficial to allow a limited protection to useful designs on the lines of the German Gebrauchmuster. The Patent Office search of this country should be extended to include foreign specifications and standard text-books, but if the patent showed something which was new in view of those searches, the patentees should be allowed to obtain a patent as at present at his own risk as to subject matter. It would also be advisable to extend our present definition of manufacture so as to include biological and agricultural discoveries. It might be advisable in some cases to permit of the system of re-grant where, by error, the true invention had not been claimed.

COUNTY COURT JUDGES' APPOINTMENTS.

Judge Higgins, late of Exeter County Court, began duty on Monday, at Bow County Court, E., as additional Judge in succession to Judge Greene, K.C., who has been appointed to the Sheffield Circuit.

FRANKLIN DOUGHTY BROWNE, HERBERT WILLIAM MYATT and CLAUDE FRANK LINGARD, solicitors, 4, New London-street, Hart-street, London, E.C.3 (Lingards, Browne and Myatt), dissolved by mutual consent as and from 31st December, 1929.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.	EMERGENCY ROTA.	APPEAL COURT NO. 1	MR. JUSTICE EVE.	MR. JUSTICE MAUGHAM.
M'nd'y, Jan. 27	Mr. Blaker	Mr. Andrews	Mr. More	Mr Andrews
Tuesday .. 28	More	Jolly	*Hicks Beach	*More
Wednesday 29	Ritchie	Hicks Beach	*Andrews	Hicks Beach
Thursday . 30	Andrews	Blaker	*More	*Andrews
Friday 31	Jolly	More	*Hicks Beach	More
S't'rd'y, Feb. 1	Hicks Beach	Ritchie	Andrews	Hicks Beach

DATE.	MR. JUSTICE BENNETT.	MR. JUSTICE CLAUSON.	MR. JUSTICE LUXMOORE.	MR. JUSTICE FARWELL.
M'nd'y, Jan. 27	Mr. Hicks Beach	Mr.*Blaker	Mr. Ritchie	Mr. Jolly
Tuesday .. 28	Andrews	Jolly	Blaker	*Ritchie
Wednesday 29	More	*Ritchie	Jolly	*Blaker
Thursday . 30	Hicks Beach	Blaker	Ritchie	*Jolly
Friday 31	Andrews	*Jolly	Blaker	Ritchie
S't'rd'y, Feb. 1	More	Ritchie	Jolly	Blaker

*The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

The EASTER VACATION will commence on Friday, the 18th day of April, 1930, and terminate on Tuesday, the 22nd day of April, 1930, inclusive.

VALUATIONS FOR INSURANCE. It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is frequently very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac, a speciality. 'Phones: Temple Bar 1181-2.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (12th December, 1929) 5% Next London Stock Exchange Settlement Thursday, 6th February, 1930.

	MIDDLE PRICE 22nd Jan.	INTEREST YIELD.			YIELD WITH REDEMPTION.		
		£	s.	d.	£	s.	d.
English Government Securities.							
Consols 4% 1957 or after	83	4	16	5	—		
Consols 2½%	54½	4	11	9	—		
War Loan 5% 1929-47	101	4	19	0	—		
War Loan 4½% 1925-45	95	4	14	9	4	19	0
War Loan 4% (Tax free) 1929-42	101¼	3	19	0	3	17	6
Funding 4% Loan 1960-1990	86½	4	12	6	4	13	6
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	93½	4	5	7	4	7	6
Conversion 4½% Loan 1940-44	95½	4	14	3	4	18	0
Conversion 3½% Loan 1961	75¾	4	12	5	—		
Local Loans 3% Stock 1912 or after	62	4	16	9	—		
Bank Stock	248½	4	16	7	—		
India 4½% 1950-55	79⅛	5	13	2	6	1	0
India 3½%	59½	5	17	8	—		
India 3%	42½	6	1	3	—		
Sudan 4½% 1939-73	92	4	17	10	4	19	0
Sudan 4% 1974	83	4	16	5	4	19	0
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 15 years)	82½	3	12	9	4	3	3
Colonial Securities.							
Canada 3% 1938	86	3	9	9	5	1	0
Cape of Good Hope 4% 1916-36	94	4	5	1	5	0	0
Cape of Good Hope 3½% 1929-49	81	4	6	5	5	0	0
Commonwealth of Australia 5% 1945-75	88½	5	13	0	5	14	6
Gold Coast 4½% 1956	92	4	17	10	5	1	0
Jamaica 4½% 1941-71	92	4	17	10	4	19	0
Natal 4% 1937	93	4	6	0	5	4	0
New South Wales 4½% 1935-45	81½	5	10	5	6	7	6
New South Wales 5% 1945-65	87½	5	14	3	5	17	0
New Zealand 4½% 1945	94	4	15	9	5	1	6
New Zealand 5% 1946	1 0	5	0	0	5	0	0
Queensland 5% 1940-60	88½	5	13	0	5	16	0
South Africa 5% 1945-75	100	5	0	0	5	0	0
South Australia 5% 1945-75	87½	5	14	3	5	15	3
Tasmania 5% 1945-75	91½	5	9	3	5	10	0
Victoria 5% 1945-75	87½	5	14	3	5	15	3
West Australia 5% 1945-75	87½	5	14	3	5	15	3
Corporation Stocks.							
Birmingham 3% on or after 1947 or at option of Corporation	60	5	0	0	—		
Birmingham 5% 1946-56	101	4	19	0	4	18	6
Cardiff 5% 1945-65	100	5	0	0	5	0	0
Croydon 3% 1940-60	70	4	5	9	4	18	9
Hull 3½% 1925-55	78	4	9	9	5	0	6
Liverpool 3½% Redeemable by agreement with holders or by purchase	71	4	18	7	—		
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	52	4	16	2	—		
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	62	4	16	9	—		
Manchester 3% on or after 1941	60	4	18	4	—		
Metropolitan Water Board 3% 'A' 1963-2003	62	4	16	9	—		
Metropolitan Water Board 3% 'B' 1934-2003	63	4	15	3	—		
Middlesex C. C. 3½% 1927-47	82	4	5	4	5	1	0
Newcastle 3½% Irredeemable	69	5	1	5	—		
Nottingham 3% Irredeemable	60	5	0	0	—		
Stockton 5% 1946-66	99	5	1	0	5	1	6
Wolverhampton 5% 1946-56	100	5	0	0	5	0	0
English Railway Prior Charges.							
Gt. Western Rly. 4% Debenture	79	5	1	3	—		
Gt. Western Rly. 5% Rent Charge	96½	5	3	8	—		
Gt. Western Rly. 5% Preference	92½	5	8	1	—		
L. & N. E. Rly. 4% Debenture	76	5	5	3	—		
L. & N. E. Rly. 4% 1st Guaranteed	75	5	6	8	—		
L. & N. E. Rly. 4% 1st Preference	68	5	17	8	—		
L. Mid. & Scot. Rly. 4% Debenture	77½	5	3	3	—		
L. Mid. & Scot. Rly. 4% Guaranteed	77	5	3	11	—		
L. Mid. & Scot. Rly. 4% Preference	72	5	11	1	—		
Southern Railway 4% Debenture	77½	5	3	3	—		
Southern Railway 5% Guaranteed	97	5	3	1	—		
Southern Railway 5% Preference	90	5	11	1	—		

SOLICITOR, Public School, good experience in conveyancing, probate and trust matters, with leading firms, requires post; London or country; accustomed to interview clients; good references; salary £300, or by arrangement.—Box 287, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (over 20 years' practical experience) Conveyancing, Probate, Trust, &c., desires Managing Clerkship. Moderate Practice. View partnership or succession. Good references.—Box 239, Solicitors' Journal, 29 Breams-buildings, E.C.4.

SOLICITOR (35), Cambridge graduate, desires Managing Clerkship. Good general experience.—Apply "Alpha," Box 320, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (38), desires post as assistant, Conveyancing and general practice. Good references.—Box 160, Solicitors' Journal, 29 Breams-buildings, E.C.4.

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